



Amendment No. 2
To
Contract No. NA160000166
For
Minor Plumbing Services
Between
5-F Mechanical Group, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be August 11, 2019 through August 10, 2020. Two options will remain.
- 2.0 The total contract amount is increased by \$985,000.0 by this extension period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|--|----------------|-----------------------|
| Initial Term: 08/11/2016 – 08/10/2019 | \$2,955,000.00 | \$2,955,000.00 |
| Amendment No. 1: Price Increase 11/21/2018 | \$0.00 | \$2,955,000.00 |
| Amendment No. 2: Option 1 – Extension 08/11/2019 – 08/10/2020 | \$985,000.00 | \$3,940,000.00 |

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Tommy R Schwartz 7-16-19

Printed Name: Tommy R Schwartz
Authorized Representative

5-F Mechanical Group, Inc.
P.O. Box 81305
Austin, Texas 78708-1305
(512) 799-5584
tschwartz@5fmech.com

Sign/Date: [Signature]

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

7-30-19



Amendment No. 1
to
Contract No. NA16000166
for
Minor Plumbing Services
between
5-F Mechanical Group, Inc.
and the
City of Austin

- 1.0 The City hereby grants the requested two-and-nine-tens percent (2.9%) rate increase to the above-reference vendor. The price increase will be effective on November 21, 2018.
- 2.0 The total contract amount is increased by \$0.00. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|---|----------------|-----------------------|
| Initial Term: 08/11/2016 – 08/10/2019 | \$2,955,000.00 | \$2,955,000.00 |
| Amendment No. 1: Price Increase 11/21/2018 | \$0.00 | \$2,955,000.00 |

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Tommy R Schwartz 11-16-18

Printed Name: Tommy R Schwartz
Authorized Representative

5-F Mechanical Group, Inc.
P.O. Box 81305
Austin, Texas 78708-1305
(512) 799-5584
tschwartz@5fmech.com

Sign/Date: Lynell Goodin-Brown 11-16-18

for
Cynthia Ellis
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



City of Austin

Purchasing Office, Financial Services Department
P.O. Box 1088, Austin, TX 78767

August 11, 2016

5-F Mechanical Group, Inc.
Tommy R. Schwartz
15705 Brenda Street
Austin, TX 78728

Dear Mr. Schwartz:

The Austin City Council approved the execution of a contract with your company for Minor Plumbing Maintenance, Installation and Repair Services in accordance with the referenced solicitation.

| | |
|-----------------------------------|--|
| Responsible Department: | Austin Convention Center |
| Department Contact Person: | Bryan Helford |
| Department Contact Email Address: | Bryan.Helford@austintexas.gov |
| Department Contact Telephone: | (512) 404-4311 |
| Responsible Department: | Department of Aviation |
| Department Contact Person: | Mike Robinson |
| Department Contact Email Address: | Mike.Robinson@austintexas.gov |
| Department Contact Telephone: | (512) 530-7504 |
| Responsible Department: | Austin Energy |
| Department Contact Person: | Sammy Ramirez |
| Department Contact Email Address: | Sammy.Ramirez@austinenergy.gov |
| Department Contact Telephone: | (512) 322-6165 |
| Responsible Department: | Parks and Recreation Department |
| Department Contact Person: | Rigoberto Alvarez |
| Department Contact Email Address: | Rigoberto.Alvarez@austintexas.gov |
| Department Contact Telephone: | (512) 974-9538 |
| Responsible Department: | Austin Police Department |
| Department Contact Person: | Enjole Armstrong |
| Department Contact Email Address: | Enjole.Armstrong@austintexas.gov |
| Department Contact Telephone: | (512) 974-5082 |
| Responsible Department: | Public Works Department |
| Department Contact Person: | Peggy Ybanez |
| Department Contact Email Address: | Peggy.Ybanez@austintexas.gov |
| Department Contact Telephone: | (512) 974-7238 |
| Responsible Department: | Austin Public Library |
| Department Contact Person: | Manuel Huerta |
| Department Contact Email Address: | Manuel.Huerta@austintexas.gov |
| Department Contact Telephone: | (512) 974-7334 |



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

| | |
|------------------------|-------------------------|
| Project Name: | Minor Plumbing Services |
| Contractor Name: | 5-F Mechanical Group |
| Contract Number: | NA160000166 |
| Contract Period: | 8/11/2016 – 8/10/2019 |
| Dollar Amount | \$2,955,000.00 |
| Extension Options: | Three 12-month options |
| Requisition Number: | RQM 8200 - 16042500413 |
| Solicitation Number: | JRD0029 |
| Agenda Item Number: | 15 |
| Council Approval Date: | 8/11/2016 |

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Jonathan Dalchau
Senior Buyer Specialist
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
5-F Mechanical Group, Inc. ("Contractor")
for
Minor Plumbing Maintenance, Installation and Repair Services
MA 8200 NA160000166**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between 5-F Mechanical Group, Inc. having offices at 15705 Brenda Street, Austin, TX 78728 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB JRD0029.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), IFB JRD0029 including all documents incorporated by reference
- 1.1.3 5-F Mechanical Group, Inc. Offer, dated 6/2/2016, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$2,955,000.00 for the initial Contract term and \$985,000.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

- 1.6.1 Delete Section 0830 - Prevailing Wage and Payroll Reporting with a revised date of December 2015 and replace with Section 00830 - Wage Rates and Payroll Reporting with a revision date of 05/03/16.
- 1.6.2 Delete Section 00830BC - Prevailing Wage Rate Determination - Building Construction Type with a revision date of 12/14/15 and replace with Section 00830BC - Prevailing Wage Rate Determination - Building Construction with a revision date of 7/6/16.
- 1.6.3 Add Section 00830HH - Prevailing Wage Rate Determination - Heavy and Highway Construction with a revision date of 5/3/16.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

5-F MECHANICAL GROUP, INC.

CITY OF AUSTIN

Tommy R. Schwartz
Printed Name of Authorized Person

Jonathan Dalchau
Printed Name of Authorized Person

Tommy R Schwartz
Signature

[Signature]
Signature

Project manager
Title:

Senior Buyer Specialist
Title:

8-11-16
Date:

8/11/2016
Date:

Danielle Lord
Printed Name of Authorized Person

[Signature]
Signature

Purchasing Manager Corporate
Title:

8/11/16
Date:

Bidding Requirements, Contract Forms and Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
Section 00830

I. **Payment**

A. **Classification Definitions, Building and Heavy and Highway**

Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

B. **Minimum Wages**

Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) or the \$13.03 minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the \$13.03 minimum wage required.

Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, CONTRACTOR shall submit to OWNER rates and classification proposed for use, for approval, prior to performance of the Work.

All laborers and mechanics working upon the Work for this Project shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of Work being performed. When Work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, CONTRACTOR shall pay wage rates to mechanics or laborers performing Work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of Work being performed without regards to skill. Salaried specialists (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. A supervisor/foreman who is not exempt under 29CFR Part 541 and who spends more than a substantial amount of time (20 percent) in a given workweek as a laborer or mechanic must be paid the applicable Wage Rate for the classification of work performed for all hours engaged in such work as a laborer or mechanic.

Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers. The following shall also be posted by the CONTRACTOR: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish), Workers' Compensation Notice (English and Spanish), Texas Payday Law (English and Spanish), City Rest Break Ordinance (English

and Spanish), City of Austin Non-Discrimination Statement (related to Title VI of the Civil Rights Act), and Federal Notices, as appropriate.

C. Overtime Requirements

No CONTRACTOR, Subcontractor, or Sub-subcontractor contracting for any part of contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times their basic rate of pay for all hours in excess of forty hours in such workweek.

Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

II. Apprentices

Locally & Federally Funded Projects

The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as stated in the registered apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for Work employee actually performed. CONTRACTOR, Subcontractor, or Sub-subcontractor shall furnish to OWNER written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction prior to using any Apprentices or Trainees on this Contract.

III. Withholding of Payments

OWNER may withhold or cause to be withheld from CONTRACTOR as much of the accrued payments as necessary to pay laborers and mechanics employed by CONTRACTOR, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the Work of this Contract, OWNER may, after Written Notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advance of funds to CONTRACTOR until such violations have ceased and until restitution has been made. Payments may also be withheld if CONTRACTOR fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of Owner.

IV. Payrolls

A. CONTRACTOR shall keep records showing:

1. the name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work.
 2. the actual per diem wages paid to each worker.
 3. Employee Certification. CONTRACTOR, all levels of Subcontractors shall identify in writing, the classification agreed to by all laborers and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Wage Rate Determination(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.
 4. Payroll Deduction Authorization Form. CONTRACTOR, Subcontractor, and Subsubcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, medicare and social security.
- B. The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner within two (2) working days. Payrolls relating to this Work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by CONTRACTOR for all laborers and mechanics working on the Work.
- C. A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by CONTRACTOR or subcontractor shall accompany payrolls required by Owner. The Statement of Compliance letter shall identify but is not limited to:
1. name of signatory party and title,
 2. name of project, payroll period and
 3. name of CONTRACTOR or Subcontractor.

The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.

D. Federal Funding

In the event that federal funding is used:

1. Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the Owner's designated office no later than seven (7) calendar days after the scheduled payday.

2. Contractors and all levels of Subcontractors shall pay all "mechanics and laborers" not less often than once per week, for work performed the previous week.
3. Submit to the Owner's designated office Standard Form 1413, Statement and Acknowledgement, from each subcontractor prior to the subcontractor performing work on the project.

V. Noncompliance

According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

VI. Area Practice

- A. Heavy and Highway Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.
 1. Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be "habitable" to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project's classification.
 2. The determination of Building Construction Wage Rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.
- B. For projects that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:
 1. A multiple classification shall be used if Building Construction Items are more than 20% of the Heavy and Highway project cost.
 2. A multiple classification shall be used if Heavy and Highway Construction Items are more than 20% of the Building Construction Project cost.
- C. Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the

**Bidding Requirements, Contract Forms Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
Section 008308C**

WAGE RATE DETERMINATION

BUILDING CONSTRUCTION TYPE

COUNTY NAME : TRAVIS

Wages based on DOL Prevailing Wage Rate General Decision:TX160323 5/27/2016 TX323 and City of Austin Ordinance #20160324-015

DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance plus the DOL Fringes and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least \$13.03/hour.

| CLASSIFICATION | DOL RATE for info only | ADJUSTED WAGE RATE REQUIRED pursuant to City Ordinance | DOL FRINGES | TOTAL MINIMUM WAGE RATE REQUIRED |
|--|------------------------------|---|----------------|---|
| Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation) | \$ 21.57 | \$ 21.57 | \$ 10.02 | \$ 31.59 |
| Bollemaker | \$ 23.14 | \$ 23.14 | \$ 21.55 | \$ 44.69 |
| Bricklayer | \$ 20.07 | \$ 20.07 | \$ - | \$ 20.07 |
| Carpenter | \$ 20.75 | \$ 20.75 | \$ 7.30 | \$ 28.05 |
| Carpenter (Acoustical Ceiling Installation only) | \$ 14.00 | \$ 14.00 | \$ - | \$ 14.00 |
| Carpenter (Form Work Only) | \$ 15.62 | \$ 15.62 | \$ 0.05 | \$ 15.67 |
| Cement Mason/Concrete Finisher | \$ 15.71 | \$ 15.71 | \$ - | \$ 15.71 |
| Drywall Finisher/Taper | \$ 17.06 | \$ 17.06 | \$ 4.43 | \$ 21.49 |
| Drywall Hanger and Metal Stud Installer | \$ 17.47 | \$ 17.47 | \$ 3.45 | \$ 20.92 |
| Electrical Installer (Sound and Communication Systems, Excluding Wiring) | \$ 18.00 | \$ 18.00 | \$ 2.30 | \$ 20.30 |
| Electrician (Excludes Installation of Sound and Communication Systems) | \$ 27.15 | \$ 27.15 | \$ 7.88 | \$ 35.03 |
| Elevator Mechanic <5 years experience | \$ 37.76 | \$ 37.76 | \$ 32.25 | \$ 70.01 |
| Elevator Mechanic >5 years experience | \$ 37.76 | \$ 37.76 | \$ 33.01 | \$ 70.77 |
| Floor Layer (Carpet) | \$ 21.88 | \$ 21.88 | \$ - | \$ 21.88 |
| Glazier | \$ 12.83 | \$ 13.03 | \$ - | \$ 13.03 |
| HVAC Mechanic (HVAC Unit Installation Only) | \$ 23.78 | \$ 23.78 | \$ 6.89 | \$ 30.67 |
| Ironworker, Ornamental | \$ 23.02 | \$ 23.02 | \$ 6.35 | \$ 29.37 |
| Ironworker, Reinforcing | \$ 12.27 | \$ 13.03 | \$ - | \$ 13.03 |
| Ironworker, Structural | \$ 20.73 | \$ 20.73 | \$ 5.24 | \$ 25.97 |
| *Lead Paint or Asbestos Abatement Worker | * | \$ 13.03 | \$ - | \$ 13.03 |
| Laborer, Common or General | \$ 11.44 | \$ 13.03 | \$ - | \$ 13.03 |
| Laborer, Mason Tender - Brick | \$ 12.22 | \$ 13.03 | \$ - | \$ 13.03 |
| Laborer, Mason Tender - Cement/Concrete | \$ 11.85 | \$ 13.03 | \$ - | \$ 13.03 |
| Laborer, Pipelayer | \$ 12.45 | \$ 13.03 | \$ - | \$ 13.03 |
| Laborer, Roof Tearoff | \$ 11.28 | \$ 13.03 | \$ - | \$ 13.03 |

| | | | | |
|---|----------|----------|----------|----------|
| Operator, Backhoe/Excavator/Trackhoe | \$ 19.43 | \$ 19.43 | \$ 3.49 | \$ 22.92 |
| Operator, Bobcat/Skid Steer/Skid Loader | \$ 13.00 | \$ 13.03 | \$ - | \$ 13.03 |
| Operator, Bulldozer | \$ 14.00 | \$ 14.00 | \$ - | \$ 14.00 |
| Operator, Crane | \$ 34.85 | \$ 34.85 | \$ 9.85 | \$ 44.70 |
| Operator, Drill | \$ 14.50 | \$ 14.50 | \$ - | \$ 14.50 |
| Operator, Forklift | \$ 18.84 | \$ 18.84 | \$ 6.26 | \$ 22.90 |
| Operator, Grader/Blade | \$ 19.30 | \$ 19.30 | \$ - | \$ 19.30 |
| Operator, Loader | \$ 14.00 | \$ 14.00 | \$ - | \$ 14.00 |
| Operator, Mechanic | \$ 18.75 | \$ 18.75 | \$ 5.12 | \$ 23.87 |
| Operator, Paver (Asphalt, Aggregate, and Concrete) | \$ 16.03 | \$ 16.03 | \$ - | \$ 16.03 |
| Operator, Roller | \$ 11.25 | \$ 13.03 | \$ - | \$ 13.03 |
| Painter (Brush, Roller, and Spray, Excludes Drywall Finishing/Taping) | \$ 18.76 | \$ 18.76 | \$ 6.35 | \$ 25.11 |
| Pipefitter (Including HVAC Pipe Installation) | \$ 28.03 | \$ 28.03 | \$ 12.43 | \$ 40.48 |
| Plumber, Excludes HVAC Pipe Installation | \$ 23.57 | \$ 23.57 | \$ 6.37 | \$ 29.94 |
| Roofer | \$ 12.00 | \$ 13.03 | \$ - | \$ 13.03 |
| *Roofer, Metal | \$ 14.05 | \$ 14.05 | \$ - | \$ 14.05 |
| Sheet Metal Worker (Including HVAC Duct Installation) | \$ 24.38 | \$ 24.38 | \$ 13.74 | \$ 38.12 |
| Sprinkler Fitter (Fire Sprinklers) | \$ 27.43 | \$ 27.43 | \$ 22.52 | \$ 49.95 |
| Tile Finisher | \$ 11.32 | \$ 13.03 | \$ - | \$ 13.03 |
| Tile Setter | \$ 16.35 | \$ 16.35 | \$ - | \$ 16.35 |
| Truck Driver, Dump Truck | \$ 12.39 | \$ 13.03 | \$ 1.18 | \$ 14.21 |
| Truck Driver, Flatbed Truck | \$ 19.65 | \$ 19.65 | \$ 8.57 | \$ 28.22 |
| Truck Driver, Semi-Trailer Truck | \$ 12.50 | \$ 13.03 | \$ - | \$ 13.03 |
| Truck Driver, Water Truck | \$ 12.00 | \$ 13.03 | \$ 4.11 | \$ 17.14 |
| Waterproofing | \$ 16.30 | \$ 16.30 | \$ 0.06 | \$ 16.36 |

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

See below for Additional Wage Information.

Note: *Lead Paint & Asbestos Abatement and Roofer, Metal Classifications have been added to this Prevailing Wage Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from DOL General Decision TX160323 or other sources.

1. Additional Trade Information:

Electricians** - Including low voltage wiring for computers, fire/smoke alarms.

Elevator Mechanics*** - also must be paid for 7 holidays - New Years Day, Memorial Day, Independence Day,

Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice prior to the start of the job for that type of work.

2. Wages

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

City of Austin Ordinance No. 20180324-015 requires that construction workers are paid a Minimum Wage of at least \$13.03/hour. The cash portion of their compensation must meet or exceed this amount.

3. Crediting fringe benefit contributions to meet DBA/DBRA and City of Austin requirements:

The Davis-Bacon Act (and 29 CFR 5.23), list fringe benefits to be considered. Examples are:

- > Life Insurance
- > Health Insurance
- > Pension
- > Vacation
- > Holidays
- > Sick Leave

Note: The use of a truck is not a fringe benefit; a Thanksgiving turkey or Christmas bonus is not a fringe benefit. No credit may be taken for any benefit required by federal, state, or local law such as: workers compensation, unemployment compensation; or social security contributions.

Contributions to fringe benefit plans must be made regularly, e.g. daily, weekly, etc. They must be more frequent than quarterly. (see 29 CFR 5.5 (a)(1)(i)) A periodic bonus may not be counted as a fringe benefit.

4. Annualization of Benefit Costs

If a firm provides an electrician with \$200 per month medical insurance, to calculate allowable fringe benefit credit contributions per hour, the formula ([\$200 x 12 months] divided by 2080 hours = \$1.15 per hour) should be used.

5. Proper Designation of Trade

A work classification on the wage decision for each worker must be made based on the actual type of work he/she performed and each worker must be paid no less than the wage rate on the wage decision for that classification regardless of his or her level of skill.

6. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

WAGE RATES AND PAYROLL REPORTING
Section 00830HH

WAGE RATE DETERMINATION
HEAVY AND HIGHWAY CONSTRUCTION
COUNTY NAME: TRAVIS

Wages based on DOL General Decision:TX180016 1/8/2016 TX16 and City of Austin Ordinance #20180324-015

DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance, and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least \$13.03/hour.

| CLASSIFICATION | DOL RATE for Info only | ADJUSTED WAGE RATE REQUIRED pursuant to City Ordinance | TOTAL MINIMUM WAGE RATE REQUIRED |
|--|------------------------|--|----------------------------------|
| Agricultural Tractor Operator | \$ 12.69 | \$ 13.03 | \$ 13.03 |
| Asphalt Distributor Operator | \$ 15.55 | \$ 15.55 | \$ 15.55 |
| Asphalt Paving Machine Operator | \$ 14.36 | \$ 14.36 | \$ 14.36 |
| Asphalt Raker | \$ 12.12 | \$ 13.03 | \$ 13.03 |
| Boom Truck Operator | \$ 18.36 | \$ 18.36 | \$ 18.36 |
| Broom or Sweeper Operator | \$ 11.04 | \$ 13.03 | \$ 13.03 |
| Cement Mason/Concrete Finisher | \$ 12.56 | \$ 13.03 | \$ 13.03 |
| Concrete Pavement Finishing Machine Operator | \$ 15.48 | \$ 15.48 | \$ 15.48 |
| Crane, Hydraulic, 80 tons or less | \$ 18.36 | \$ 18.36 | \$ 18.36 |
| Crane, Lattice Boom, 80 tons or less | \$ 15.87 | \$ 15.87 | \$ 15.87 |
| Crane, Lattice Boom, over 80 tons | \$ 19.38 | \$ 19.38 | \$ 19.38 |
| Crawler Tractor | \$ 15.67 | \$ 15.67 | \$ 15.67 |
| Directional Drilling Locator | \$ 11.67 | \$ 13.03 | \$ 13.03 |
| Directional Drilling Operator | \$ 17.24 | \$ 17.24 | \$ 17.24 |
| Electrician | \$ 26.35 | \$ 26.35 | \$ 26.35 |
| Excavator 50,000 lbs. or less | \$ 12.88 | \$ 13.03 | \$ 13.03 |
| Excavator, over 50,000 lbs. | \$ 17.71 | \$ 17.71 | \$ 17.71 |
| Flagger | \$ 10.15 | \$ 13.03 | \$ 13.03 |
| Form Builder/Form Setter - Paving & Curb | \$ 12.94 | \$ 13.03 | \$ 13.03 |
| Form Builder/Form Setter - Structures | \$ 12.87 | \$ 13.03 | \$ 13.03 |
| Foundation Drill Operator, Truck Mounted | \$ 16.93 | \$ 16.93 | \$ 16.93 |
| Front End Loader Operator, 3CY or less | \$ 13.04 | \$ 13.04 | \$ 13.04 |
| Front End Loader, over 3CY | \$ 13.21 | \$ 13.21 | \$ 13.21 |
| Laborer, Common | \$ 10.50 | \$ 13.03 | \$ 13.03 |
| Laborer, Utility | \$ 12.27 | \$ 13.03 | \$ 13.03 |
| Loader/Backhoe Operator | \$ 14.12 | \$ 14.12 | \$ 14.12 |
| Mechanic | \$ 17.10 | \$ 17.10 | \$ 17.10 |
| Milling Machine | \$ 14.18 | \$ 14.18 | \$ 14.18 |
| Motor Grader Operator - Fine Grade | \$ 18.51 | \$ 18.51 | \$ 18.51 |
| Motor Grader Operator, Rough | \$ 14.63 | \$ 14.63 | \$ 14.63 |

| | | | |
|--|----------|----------|----------|
| Painter - Structures | \$ 18.34 | \$ 18.34 | \$ 18.34 |
| Pavement Marking Machine Operator | \$ 19.17 | \$ 19.17 | \$ 19.17 |
| Pipelayer | \$ 12.79 | \$ 13.03 | \$ 13.03 |
| Reclaimer/Pulverizer | \$ 12.88 | \$ 13.03 | \$ 13.03 |
| Reinforcing Steel Setter | \$ 14.00 | \$ 14.00 | \$ 14.00 |
| Roller Operator, Asphalt | \$ 12.78 | \$ 13.03 | \$ 13.03 |
| Roller Operator, Other | \$ 10.50 | \$ 13.03 | \$ 13.03 |
| Scraper Operator | \$ 12.27 | \$ 13.03 | \$ 13.03 |
| Servicer | \$ 14.51 | \$ 14.51 | \$ 14.51 |
| Spreader Box Operator | \$ 14.04 | \$ 14.04 | \$ 14.04 |
| Structural Steel Worker | \$ 19.29 | \$ 19.29 | \$ 19.29 |
| Traffic Signal Installer/Light Pole Worker | \$ 16.00 | \$ 16.00 | \$ 16.00 |
| Trenching Machine Operator, Heavy | \$ 18.48 | \$ 18.48 | \$ 18.48 |
| Truck Drick Tandem Axle Semi-Trailer | \$ 12.81 | \$ 13.03 | \$ 13.03 |
| Truck Driver, Lowboy/Float | \$ 15.66 | \$ 15.66 | \$ 15.66 |
| Truck Driver, Single Axle | \$ 11.79 | \$ 13.03 | \$ 13.03 |
| Truck Driver, Off Road Hauler | \$ 11.88 | \$ 13.03 | \$ 13.03 |
| Truck Driver, Single or Tandem Axle Dump Truck | \$ 11.68 | \$ 13.03 | \$ 13.03 |
| Weilder | \$ 15.97 | \$ 15.97 | \$ 15.97 |
| Work Zone Barricade Servicer | \$ 11.85 | \$ 13.03 | \$ 13.03 |

<http://www.wdol.gov/wdol/scafiles/davisbacon/bx.html>

The Wage Compliance information detailed below was excerpted from DOL General Decision TX160016 or other sources.

1. Additional Trade Information:

Unlisted classifications needed for work not listed within the scope of the classifications listed may be added upon the advance approval of Contract Procurement. CONTRACTOR shall submit to City of Austin Contract Procurement the following: classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice prior to the start of the job for that type of work. Proposed trade may not be performed by any trade already listed.

2. Wages

The Total Minimum Wage Rate may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime must be used in computing overtime pay. wages must be calculated using the Total Minimum Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

City of Austin Ordinance No. 2016324-015 requires that construction workers are paid a minimum Wage of at least \$13.03/hour. The cash portion of their compensation must meet or exceed this amount.

3. Proper Designation of Trade

A work classification from the Prevailing Wage Poster for each worker must be made based on the actual type of work he/she performed on the job. In summary the work performed, not the "title" determines the correct worker classification and wage. Each worker must be paid no less than the adjusted wage rate on the wage decision for that classification regardless of his/her level of skill (exclusive of a bona fide apprentice currently registered in a DOL approved apprentice program - proof of individual registration must be supplied in advance to the City of Austin).

4. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the adjusted wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest adjusted wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (II)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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**ADDENDUM
INVITATION FOR BID
MINOR PLUMBING MAINTENANCE, INSTALLATION AND REPAIR SERVICES
CITY OF AUSTIN, TEXAS**

IFB: JRD0029

Addendum No: 1

Date of Addendum: May 17, 2016

This addendum is to incorporate the following changes to the above-referenced solicitation.

- 1.0 Add Section 0830 – Prevailing Wage Rates and Payroll Reporting documentation to the solicitation documentation.
- 2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

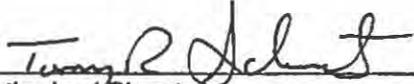
APPROVED BY:


Jonathan Dalchau, Senior Buyer Specialist
Purchasing Office

5/17/2016
Date

ACKNOWLEDGED BY:

5-F Mechanical Group Inc.
Vendor Name


Authorized Signature

6-2-16
Date

**RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
Failure to do so may constitute grounds for rejection of your bid.**

**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

1. PAYMENT

A. Classification Definitions, Building and Heavy and Highway

Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

B. Minimum Wages

Workers assigned to perform work under a City Contract that contains the Prevailing Wage provision shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades. Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, Contractor shall submit to the City rates and classification proposed for use, for approval, prior to performance of the work.

NOTE: The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

All laborers and mechanics performing work for this Contract shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of work being performed. When work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, Contractor shall pay wage rates to mechanics or laborers performing work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of work being performed without regards to skill. Salaried specialists (contract superintendent and administrative personnel only) in the permanent employment of Contractor do not fall under any Wage Classification. Wage rates shall be posted by Contractor in easily accessible and conspicuous places, where it can be seen by all workers. The following shall also be posted by the Contractor alongside prevailing wage rates: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish) Link to posters below:

https://assets.austintexas.gov/purchase/prevailing_wage_posters.pdf

C. Overtime Requirements

No Contractor, Subcontractor, or Sub-subcontractor contracting for any part of contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours in excess of forty hours in such workweek.

2. APPRENTICES

Locally & Federally Funded Contracts

Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to Contractor as stated in the registered Apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for work employee actually performed. Contractor, Subcontractor, or Sub-subcontractor shall furnish to the City written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction prior to using any Apprentices or Trainees on this Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

3. WITHHOLDING OF PAYMENTS

The City may withhold or cause to be withheld from Contractor as much of the accrued payments as necessary to pay laborers and mechanics employed by Contractor, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the work of this Contract, the City may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advance of funds to Contractor until such violations have ceased and until restitution has been made. Payments may also be withheld if Contractor fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of the City.

4. PAYROLLS

A. Contractor shall keep records showing:

1. Name, address and occupation of each worker employed by the Contractor or Subcontractor(s) in the construction of the public work.
2. Actual per diem wages paid to each worker.
3. Employee Certification. Contractor and all levels of Subcontractors, shall identify in writing, the classification agreed to by all laborers and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Building Construction and Heavy and Highway Wage Rate Schedule(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.
4. Payroll Deduction Authorization Form. Contractor, Subcontractor, and Sub-subcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, Medicare and social security.

B. The record shall be open at all reasonable hours to inspection by the officers and agents of the City as requested. Contractor will be responsible to provide copies of records as requested by the City within two (2) working days. Payrolls relating to this work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by Contractor for all laborers and mechanics working on the work.

C. Statement of Compliance

A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by Contractor or subcontractor shall accompany payrolls required by the City. The Statement of Compliance letter shall identify but is not limited to:

1. Name of signatory party and title.
2. Name of Contract, payroll period.
3. Name of Contractor or Subcontractor.

The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.

D. Federal Funding

In the event that federal funding is used:

1. Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the City's designated office no later than seven (7) calendar days after the scheduled payday.

**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

2. Contractors and all levels of Subcontractors shall pay all "mechanics and laborers" not less often than once per week, for work performed the previous week.
3. Submit to the City's designated office Standard Form 1413, Statement and Acknowledgement, from each Subcontractor prior to the Subcontractor performing work on the Contract.

5. COMPLAINTS AND PENALTIES

A public body awarding a contract, and an agent or officer of the public body, shall, take cognizance of complaints of all violations of Chapter 2258 Texas Government Code Title 10 or applicable Federal Statutes committed in the execution of the Contract; and withhold money forfeited or required to be withheld under this chapter from the payments to the Contractor under the Contract. A Contractor or Subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the Contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter. Confirmed disciplinary action taken by Contractor against employees who provide information during an interview or investigation by the City on wages received, may result in suspension or debarment from consideration of award of City contracts.

6. AREA PRACTICE

- A. Heavy and Highway Construction Rates shall be used on this Contract, unless the Contract consists primarily of Building Construction and Building Construction Rates are to be used.
 1. Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be "habitable" to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project's classification.
 2. The determination of Building Construction wage rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.
- B. For contracts that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:
 1. A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway Contract cost.
 2. A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Contract cost.
- C. Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those contracts that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

7. TEXAS OPEN RECORDS ACT

Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Texas Government Code Chapter 552, any and all documents submitted to the City become public records and are, therefore, subject to public disclosure.

**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

Wage Rates For This Contract Are Attached

End

**Bidding Requirements, Contract Forms Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
Section 00830BC**

PREVAILING WAGE RATE DETERMINATION

BUILDING CONSTRUCTION TYPE

COUNTY NAME : TRAVIS

Wages based on DOL General Decision: TX150323 12/11/2015 TX323

| CLASSIFICATION | RATE | FRINGES | TOTAL WAGE |
|--|----------|----------|------------|
| Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation) | \$ 21.17 | \$ 8.77 | \$ 29.94 |
| Boilermaker | \$ 23.14 | \$ 21.55 | \$ 44.69 |
| Bricklayer | \$ 20.07 | \$ - | \$ 20.07 |
| Carpenter | \$ 20.75 | \$ 7.30 | \$ 28.05 |
| Carpenter (Acoustical Ceiling Installation only) | \$ 14.00 | \$ - | \$ 14.00 |
| Carpenter (Form Work Only) | \$ 15.62 | \$ 0.05 | \$ 15.67 |
| Cement Mason/Concrete Finisher | \$ 15.71 | \$ - | \$ 15.71 |
| Drywall Finisher/Taper | \$ 17.06 | \$ 4.43 | \$ 21.49 |
| Drywall Hanger and Metal Stud Installer | \$ 17.47 | \$ 3.45 | \$ 20.92 |
| Electrical Installer (Sound and Communication Systems, Excluding Wiring) | \$ 18.00 | \$ 2.30 | \$ 20.30 |
| Electrician (Excludes Installation of Sound and Communication Systems) | \$ 27.15 | \$ 7.88 | \$ 35.03 |
| Elevator Mechanic <5 years experience | \$ 37.09 | \$ 30.62 | \$ 67.71 |
| Elevator Mechanic >5 years experience | \$ 37.09 | \$ 31.36 | \$ 68.45 |
| Floor Layer (Carpet) | \$ 21.88 | \$ - | \$ 21.88 |
| Glazier | \$ 12.83 | \$ - | \$ 12.83 |
| HVAC Mechanic (HVAC Unit Installation Only) | \$ 23.78 | \$ 6.89 | \$ 30.67 |
| Ironworker, Ornamental | \$ 23.02 | \$ 6.35 | \$ 29.37 |
| Ironworker, Reinforcing | \$ 12.27 | \$ - | \$ 12.27 |
| Ironworker, Structural | \$ 20.73 | \$ 5.24 | \$ 25.97 |
| *Lead Paint or Asbestos Abatement Worker | \$ 12.27 | \$ - | \$ 12.27 |
| Laborer, Common or General | \$ 11.44 | \$ - | \$ 11.44 |
| Laborer, Mason Tender - Brick | \$ 12.22 | \$ - | \$ 12.22 |
| Laborer, Mason Tender - Cement/Concrete | \$ 11.85 | \$ - | \$ 11.85 |
| Laborer, Pipelayer | \$ 12.45 | \$ - | \$ 12.45 |
| Laborer, Roof Tearoff | \$ 11.28 | \$ - | \$ 11.28 |
| Operator, Backhoe/Excavator/Trackhoe | \$ 19.43 | \$ 3.49 | \$ 22.92 |
| Operator, Bobcat/Skid Steer/Skid Loader | \$ 13.00 | \$ - | \$ 13.00 |
| Operator, Bulldozer | \$ 14.00 | \$ - | \$ 14.00 |
| Operator, Crane | \$ 34.85 | \$ 9.85 | \$ 44.70 |
| Operator, Drill | \$ 14.50 | \$ - | \$ 14.50 |
| Operator, Forklift | \$ 16.64 | \$ 6.26 | \$ 22.90 |
| Operator, Grader/Blade | \$ 19.30 | \$ - | \$ 19.30 |
| Operator, Loader | \$ 14.00 | \$ - | \$ 14.00 |

| | | | |
|---|----------|----------|----------|
| Operator, Mechanic | \$ 18.75 | \$ 5.12 | \$ 23.87 |
| Operator, Paver (Asphalt, Aggregate, and Concrete) | \$ 16.03 | \$ - | \$ 16.03 |
| Operator, Roller | \$ 11.25 | \$ - | \$ 11.25 |
| Painter (Brush, Roller, and Spray, Excludes Drywall Finishing/Taping) | \$ 18.76 | \$ 6.35 | \$ 25.11 |
| Pipefitter (Including HVAC Pipe Installation) | \$ 28.00 | \$ 11.41 | \$ 39.41 |
| Plumber, Excludes HVAC Pipe Installation | \$ 23.57 | \$ 6.37 | \$ 29.94 |
| Roofer | \$ 12.00 | \$ - | \$ 12.00 |
| *Roofer, Metal | \$ 14.05 | \$ - | \$ 14.05 |
| Sheet Metal Worker (Including HVAC Duct Installation) | \$ 24.38 | \$ 13.74 | \$ 38.12 |
| Sprinkler Fitter (Fire Sprinklers) | \$ 27.43 | \$ 17.12 | \$ 44.55 |
| Tile Finisher | \$ 11.32 | \$ - | \$ 11.32 |
| Tile Setter | \$ 16.35 | \$ - | \$ 16.35 |
| Truck Driver, Dump Truck | \$ 12.39 | \$ 1.18 | \$ 13.57 |
| Truck Driver, Flatbed Truck | \$ 19.65 | \$ 8.57 | \$ 28.22 |
| Truck Driver, Semi-Trailer Truck | \$ 12.50 | \$ - | \$ 12.50 |
| Truck Driver, Water Truck | \$ 12.00 | \$ 4.11 | \$ 16.11 |
| Waterproofers | \$ 16.30 | \$ 0.06 | \$ 16.36 |

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

* See Page 2 for Additional Wage Information

Note: *Lead Paint & Asbestos Abatement and Roofer, Metal Classifications have been added to this Prevailing Wage Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from General Decision TX070018 or other DOL sources.

1. Additional Trade Information:

Electricians** - Including low voltage wiring for computers, fire/smoke alarms and telephones.

Elevator Mechanics*** - also must be paid for 7 holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice prior to the start of the job for that type of work.

2. Wages

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits by the employer. For overtime, the basic hourly rate listed in the contract wage determination must be used in computing pay obligations.

3. Crediting fringe benefit contributions to meet DBA/DBRA and City of Austin requirements:

The Davis-Bacon Act (and 29 CFR 5.23), list fringe benefits to be considered. Examples are:

- > Life Insurance
- > Health Insurance
- > Pension
- > Vacation
- > Holidays
- > Sick Leave

Note: The use of a truck is not a fringe benefit; a Thanksgiving turkey or Christmas bonus is not a fringe benefit.

No credit may be taken for any benefit required by federal, state, or local law such as: workers compensation, unemployment compensation; or social security contributions.

Contributions to fringe benefit plans must be made regularly, e.g. daily, weekly, etc. They must be more frequent than quarterly. (see 29 CFR 5.5 (a)(1)(I)) A periodic bonus may not be counted as a fringe benefit.

4. Annualization of Benefit Costs

If a firm provides an electrician with \$200 per month medical insurance, to calculate allowable fringe benefit credit contributions per hour, the formula ([\$200 x 12 months] divided by 2080 hours = \$1.15 per hour) should be used.

5. Proper Designation of Trade

A work classification on the wage decision for each worker must be made based on the actual type of work he/she performed and each worker must be paid no less than the wage rate on the wage decision for that classification regardless of his or her level of skill.

6. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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**ADDENDUM
INVITATION FOR BID
MINOR PLUMBING MAINTENANCE, INSTALLATION AND REPAIR SERVICES
CITY OF AUSTIN, TEXAS**

IFB: JRD0029

Addendum No: 2

Date of Addendum: May 24, 2016

This addendum is to incorporate the following changes to the above-referenced solicitation.

- 1.0 Delete Paragraph 4. BONDS in Section 0400 – Supplemental Purchase Provisions in its entirety.
- 2.0 Delete Paragraph 7. EQUIPMENT RENTALS in Section 0400 – Supplemental Purchase Provisions in its entirety.
- 3.0 Delete the last statement in Paragraph 5.8.2. in Section 0500 - Scope of Work in its entirety and replace with the following:

The Contractor shall rent any tools that are required to perform the work in this SOW, that are not considered basic. Prior to renting any equipment or tools, the Contractor shall have the CM or designee's written approval. Under no circumstances shall Contractor rent equipment or tools without prior written approval. The Contractor shall not be reimbursed for rental costs which do not have the CM or designee's written approval. The Contractor may charge the City a markup of up to ~~19%~~20% above the rental fee for tool rentals. All markup charges shall be in accordance with Section 0600 – Bid Sheet. If the CM does not provide approval for the rental, the Contractor shall, at its own expense, either purchase or provide the CM an alternate equipment or tool rental.

- 4.0 Delete Paragraph 6.2.4 in Section 0500 - Scope of Work in its entirety and replace with the following:

6.2.4. The Contractor shall be responsible for acquiring all necessary permits, licenses, and fee to perform the work, of which the cost will be fully reimbursed upon submittal of the final invoice. Permits are not subject to a markup.

- 5.0 Clarifications: Replace Section 0600 - Bid Sheet with Section 0600 - Bid Sheet - UPDATED 05242016.
- 6.0 Questions and Answers.

(Q1) Is Section 0600, Line No. 11 asking Vendors to bid our markup on subcontracting?

(A1) In Section 0600 - Bid Sheet, Line No. 11 is included in the bid sheet to allow the Vendors to charge an administrative fee above costs for conducting services encountered on a job, that are not covered under the labor rates associated with plumbing services. Yes, the Vendors may include subcontracted opportunities.

(Q2) If I wanted to subcontract some of the tasks to other vendors, how would we do that?

(A2) As soon as you determine you would like to subcontract services, you should contact the City's Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. SMBR will provide the steps to complete the Good Faith Effort process.



- (Q3) I am not sure if I need to subcontract right now, can I decide to subcontract after the contract award?
- (A3) Yes, if you decide you want to subcontract after the contract is award, you can contact SMBR at (512) 974-7600 and follow the Good Faith Efforts at that time.
- (Q4) On Section 0600, what should Vendors enter for line items 13 through 16?
- (A4) If your firm can offer any additional services that could be used while performing on this contract, list those labor classifications. Refer to Section 0500 - Scope of Work, Paragraph 3.1.9.
- (Q5) Where can Vendors bid on the price for an employee to leave the jobsite to pick up parts and materials?
- (A5) There is not a specific line item for picking up parts and materials. In Section 0500 - Scope of Work, Paragraph 6.2.2. and 6.2.3., the City is requesting that the Contractor familiarize themselves with the project enough to provide a quote with the estimated time and materials needed to complete the project. This is reiterated at the top of Section 0600 - Bid Sheet, Section 1 instructions.
- (Q6) Where do Vendors bid on the cost for an employee to come to the jobsite to assess the project and provide a quote?
- (A6) In Section 0500 - Scope of Work, Paragraph 6.2.3., the City is requesting that the Contractor familiarize themselves with the project enough to provide a quote with the estimated time and materials needed to complete the project. The estimate shall not include a separate charge for administrative, overhead, per diem and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the hourly rates and shall not be paid separately.
- (Q7) For an emergency job, would the Contractor give a verbal quote and follow up with a paper quote?
- (A7) Yes, in Section 0500 - Scope of Work, Paragraph 5.4.1.4, the Contractor shall follow up with a paper quote no later than two (2) business days following the verbal quote offered within two (2) hours of arrival to the job site.
- (Q8) Is the Interested Parties Disclosure form 1295 required with the bid submittal or after contract award?
- (A8) The 1295 Form should not need to be submitted with your bid package, it will be requested at the time of contract award.
- (Q9) Is the performance bond job specific, or is it for the total dollar amount of the contract?
- (A9) Section 0400 - Supplemental Purchase Provisions, Paragraph 4. BONDS has been deleted in its entirety.
- (Q10) Apprentices are not listed on the prevailing wage documents. Do apprentices get the same wage rate as plumbers?
- (A10) The Contractor should consult the U.S. Department of Labor and the wage rates specified by the particular programs in which they are enrolled.



(Q11) What is the difference between this contract and the previously awarded plumbing contract?

(A11) The City previously awarded a contract for major plumbing renovations and repair where the Building Services Department will act as the General Contractor. The intent behind this contract is for minor repairs, like-for-like replacement. No major construction or renovations will happen under this contract. Those projects will be handled by other City departments.

(Q12) Section 0500 - Scope of Work, Paragraph 6.4.5 states that the Contractor shall notify the City in the event that the Contractor encounters hazardous material. Will the City be providing the information that they currently have on known whereabouts of hazardous material to the Contractor?

(A12) The City does have some of the information regarding locations of hazardous material, and the City will schedule the Contractor to work around those locations. Section 0500 - Scope of Work, Paragraph 6.4.5. is about the Contractor coming across hazardous material of which the City was previously unaware.

(Q13) In regards to Bid Sheet, Section 3 – Charge for Emergency Services. Item 12, can you define “Unit Price (Each)?

(A13) Section 0600 – Bid Sheet, Section 3 has been removed.

(Q14) In an emergency situation in which a repair must be done immediately and the Contractor must leave site to purchase the materials, is that time billable?

(A14) There is no line item for leaving the site to purchase materials. In Section 0500 - Scope of Work, Paragraph 6.2.2. and 6.2.3., the City is requesting that the Contractor familiarize themselves with the project enough to provide a quote with the estimated time and materials needed to complete the project. This is reiterated at the top of Section 0600 - Bid Sheet, Section 1 instructions.

(Q15) If a city permit is required for a job, can the Contractor invoice the permit cost plus mark-up?

(A15) Permits shall be billed at the cost of the permit (mark-ups are not allowed). Section 0500 – Scope of Work, Paragraph 6.2.4. has been updated to reflect this change.

(Q16) In regards to the Payment Bond in Section 0400, does this imply that a Payment Bond is required each time a subcontractor is used for an emergency service call or a budget proposal for a specific project?

(A16) Section 0400 - Supplemental Purchase Provisions, Paragraph 4. BONDS has been deleted in its entirety.

(Q17) Section 0300 was not included in the Bid Documents, where is it located?

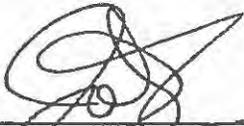
(A17) PDF versions of all incorporated documents are located at the following link: https://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS as stated on the second page of the Offer Sheet.



7.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:



Jonathan Datchau, Senior Buyer Specialist
Purchasing Office

5/24/2016
Date

ACKNOWLEDGED BY:

5-F Mechanical Group Inc. Tommy R. Schultz
Vendor Name Authorized Signature

6-2-16
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
Failure to do so may constitute grounds for rejection of your bid.



**ADDENDUM
INVITATION FOR BID
MINOR PLUMBING MAINTENANCE, INSTALLATION AND REPAIR SERVICES
CITY OF AUSTIN, TEXAS**

IFB: JRD0029

Addendum No: 3

Date of Addendum: June 2, 2016

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Changes to the solicitation due dates as follows;

1.1 Bid Due Prior To time and date is changed to 2:00 pm, Thursday June 9, 2015

1.2 Bid Opening Time and Date is changed to 2:15 pm, Thursday June 9, 2015

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:



Jonathan Dalchau, Senior Buyer Specialist
Purchasing Office

6/2/2016
Date

ACKNOWLEDGED BY:

5-F Mechanical Group, Inc.
Vendor Name



Authorized Signature

6-2-2016
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas *with your bid.*
Failure to do so may constitute grounds for rejection of your bid.



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: JRD0029

COMMODITY/SERVICE DESCRIPTION: Minor Plumbing Maintenance, Installation and Repair Services

DATE ISSUED: May 9, 2016

REQUISITION NO.: 8200 16042500413

PRE-BID CONFERENCE TIME AND DATE: 2:00 PM, Wednesday, May 18, 2016

COMMODITY CODE: 91060, 91070, 96818

LOCATION: City of Austin Municipal Building, 3rd Floor Main Conference Room 335.1, 124 W. 8th Street, Austin, TX 78701

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

BID DUE PRIOR TO: 2:00 PM (CST), Thursday, June 2, 2016

Primary Contact:

Jonathan Dalchau

Senior Buyer Specialist

Phone: (512) 974-2938

E-Mail: jonathan.dalchau@austintexas.gov

BID OPENING TIME AND DATE: 2:15 PM, Thursday, June 2, 2016

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
 RM 308, AUSTIN, TEXAS 78701

Second Chair:

Joshua Pace

Buyer II

Phone: (512) 974-3127

E-Mail: joshua.pace@austintexas.gov

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

| Address for US Mail (Only) | Address for Fedex, UPS, Hand Delivery or Courier Service |
|--|--|
| City of Austin | City of Austin, Municipal Building |
| Purchasing Office-Response Enclosed for Solicitation # JRD0029 | Purchasing Office-Response Enclosed for Solicitation # JRD0029 |
| P.O. Box 1088 | 124 W 8 th Street, Rm 308 |
| Austin, Texas 78767-8845 | Austin, Texas 78701 |
| | Reception Phone: (512) 974-2500 |

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 180 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE
 (Electronic copy should be a single scanned file of the original proposal per flash drive)

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

| SECTION NO. | TITLE | PAGES |
|--------------|--|-------|
| 0100 | STANDARD PURCHASE DEFINITIONS | ** |
| 0200 | STANDARD SOLICITATION INSTRUCTIONS | ** |
| 0300 | STANDARD PURCHASE TERMS AND CONDITIONS | ** |
| 0400 | SUPPLEMENTAL PURCHASE PROVISIONS | 9 |
| 0500 | SPECIFICATION | * |
| 0600 | BID SHEET – Must be completed and returned with Offer | 3 |
| 0605 | LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return | 2 |
| 0700 | REFERENCE SHEET – Complete and return if required | 2 |
| 0800 | NON-DISCRIMINATION CERTIFICATION | ** |
| 0805 | NON-SUSPENSION OR DEBARMENT CERTIFICATION | ** |
| 0810 | NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION | ** |
| 0830 | PREVAILING WAGE RATES AND PAYROLL REPORTING | 4 |
| 0830BC | PREVAILING WAGE RATE DETERMINATION | 4 |
| 0835 | NONRESIDENT BIDDER PROVISIONS – Complete and return | 1 |
| 0900 | MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete and return | 2 |
| Attachment A | BIDDER'S EXPERIENCE – Complete and return | 1 |
| Attachment B | STATEMENT OF EXPERIENCE – Complete and return | 1 |

*** Documents are hereby incorporated into this Solicitation as additional documents with the same force and effect as if they were incorporated in full text.**

**** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: 5-F Mechanical Group Inc.

Company Address: 15705 Brenda Street

City, State, Zip: Austin, Texas 78728

Federal Tax ID No. 

Printed Name of Officer or Authorized Representative: Tommy R. Schwartz

Title: Project Manager

Signature of Officer or Authorized Representative: Tommy R Schwartz

Date: June 2, 2016

Email Address: tschwartz@5fmech.com

Phone Number: O: 512 251-6880 Ext. 2 M: 512 269-6043

* Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.
19. **WARRANTY-PRICE:**
- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
 - B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
 - C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE**: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS**:
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. **General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

| <u>Holiday</u> | <u>Date Observed</u> |
|------------------------------------|-----------------------------|
| New Year's Day | January 1 |
| Martin Luther King, Jr.'s Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Friday after Thanksgiving | Friday after Thanksgiving |
| Christmas Eve | December 24 |
| Christmas Day | December 25 |

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO.: IFB JRD0029**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the proposal due date. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

2. **ALTERNATE AWARDS:**

It is the City's preference to award a single contract for the plumbing services; however, the City reserves the right to make multiple contract awards based on any method deemed most advantageous to the City. Offers that specify an "all or none" award may be considered if a single award is advantageous.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO.: IFB JRD0029**

- (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

~~4. **BONDS:**~~

~~A. **Payment Bond:**~~

- ~~i. If the Contractor identifies subcontracting opportunities, the Contractor shall furnish the City with a Payment Bond.~~

- ~~ii. The Contractor shall provide a Payment Bond in an amount equal to 5% of the Contract amount within 14 calendar days after notification of award. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.~~

- ~~iii. The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.~~

~~B. **Performance Bond:**~~

- ~~i. If the quote amount exceeds \$100,000, CONTRACTOR shall furnish the City with a Performance Bond.~~

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO.: IFB JRD0029**

- ~~ii. The Contractor shall provide a Performance Bond in an amount equal to 5% of the Contract amount within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.~~
- ~~iii. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.~~

5. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 36-months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12-months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

6. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

7. EQUIPMENT RENTALS:

- ~~A. For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by OWNER and CONTRACTOR, OWNER will allow CONTRACTOR the Regional and Model Year adjusted Monthly Ownership Cost divided by 176 plus the Hourly Estimated Operating Costs as given in the latest edition of the "Rental Rate Blue Book" as published by EquipmentWatch (1-800-669-3282) for each hour that said equipment is in use on such work. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. In the event that the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four (4) hours of the day. If the equipment is idle more than four (4) hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Subcontractor's overhead and profit. OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in paragraph 11.5.3 for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.~~

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO.: IFB JRD0029**

~~B. Include the following in the SGC of Agreement for Determination of the value of work. For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by OWNER and CONTRACTOR, OWNER will allow CONTRACTOR the Regional and Model Year adjusted Monthly Ownership Cost divided by 176 plus the Hourly Estimated Operating Costs as given in the latest edition of the "Rental Rate Blue Book" as published by EquipmentWatch (1-800-669-3282) for each hour that said equipment is in use on such work. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. In the event that the equipment is used intermittently during the Work, full payment for an eight hour day will be made if the equipment is not idle more than four (4) hours of the day. If the equipment is idle more than four (4) hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Subcontractor's overhead and profit. OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in paragraph 11.5.3 for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.~~

8. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be emailed or mailed to the below address, or as indicated in the Bill To address on the Department Order as appropriate:

| | |
|----------------------|-------------------------------------|
| | City of Austin |
| Department | Austin Convention Center Department |
| Attn: | Accounts Payable |
| Address | 500 East Cesar Chavez |
| City, State Zip Code | Austin, TX 78701 |

| | |
|----------------------|--------------------------------|
| | City of Austin |
| Department | Austin Energy |
| Attn: | Sammy Ramirez |
| Address | 721 Barton Spring Road |
| City, State Zip Code | Austin, TX 78704 |
| Email | sammy.ramirez@austinenergy.com |

| | |
|----------------------|------------------------------------|
| | City of Austin |
| Department | Austin Police Department |
| Attn: | Accounts Payable |
| Address | PO Box 1088 |
| City, State Zip Code | Austin, TX 78767 |
| Email | APDAccountsPayable@austintexas.gov |

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO.: IFB JRD0029**

| | |
|----------------------|---|
| | City of Austin |
| Department | Austin Public Library |
| Attn: | Accounts Payable |
| Address | 635 N. Pleasant Valley Road |
| City, State Zip Code | Austin, TX 78702 |
| Email | Library.ACCSAccountsPayable@austintexas.gov |

| | |
|----------------------|-----------------------------------|
| | City of Austin |
| Department | Department of Aviation |
| Attn: | Accounts Payable |
| Address | 3600 Presidential Blvd, Suite 411 |
| City, State Zip Code | Austin, TX 78719 |
| Email | abia.invoices@austintexas.gov |

| | |
|----------------------|---------------------------------|
| | City of Austin |
| Department | Parks and Recreation Department |
| Attn: | Accounts Payable |
| Address | PO Box 1088 |
| City, State Zip Code | Austin, TX 78767 |

| | |
|----------------------|------------------------------|
| | City of Austin |
| Department | Public Works Department |
| Attn: | Accounts Payable |
| Address | PO Box 1088 |
| City, State Zip Code | Austin, TX 78767 |
| Email | Peggy.ybanez@austintexas.gov |

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
9. **PREVAILING WAGE:** Contractor shall comply with the requirements of Section 00830 Prevailing Wage Rates and Payroll Reporting including the wage rates listed in Section 00830BC Wage Rates for Building Construction.
10. **REST BREAKS:**
- A. Except as provided in subsection 9.B below, an employee performing construction activity at a construction site is entitled to a rest break of not less than ten (10) minutes for every four (4) hours worked. No employee may be required to work more than 3.5 hours without a rest break. A rest break means a break from work within working hours, excluding meal breaks, during which an employee may not work. A rest break shall be scheduled as near as possible to the midpoint of the work period.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO.: IFB JRD0029**

- B. An employee is not entitled to a rest break under subsection 9.A on any day the employee works less than 3.5 hours or spends more than half of his or her work time engaged in non-strenuous labor in a climate controlled environment.
- C. A sign describing the requirements of this Section 9. in English and Spanish shall be posted by the employer in each establishment subject to the requirement of a rest break in a conspicuous place or places where notices to employees are customarily posted, in accordance with the City's then current rules for size, content, and location of such signage.
- D. The violation of Ordinance No. 20100729-047, enacted July 29, 2010, which establishes the rest break requirements set forth above, may be enforced with criminal penalties and civil remedies, as set forth in the Ordinance.

11. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

12. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the City buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City buildings at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City buildings and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO.: IFB JRD0029**

E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

13. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

14. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12-months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:

(1) **Base Period:** Month and year of the original contracted price (the solicitation close date).

(2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.

(3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.

(4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.

(5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO.: IFB JRD0029**

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

- (1) Utilize final Compilation data instead of Preliminary data
- (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

| |
|--|
| Weight % or \$ of Base Price: 100% |
| Database Name: Producer Price Industry Data |
| Series ID: PCU23822X23822X |
| Industry: Plumbing, heating and air-conditioning contractors, nonresidential building work |
| Product: Plumbing, heating and air-conditioning contractors, nonresidential building work |
| This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All |

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

| |
|---|
| Index at time of calculation |
| Divided by index on solicitation close date |
| Equals Change Factor |
| Multiplied by the Base Rate |
| Equals the Adjusted Price |

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

15. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

16. **CONTRACT MANAGERS:** The following persons are designated as Contract Managers, and will act as the contact point between the City and the Contractor during the term of the Contract:

| | |
|---|---|
| Department: Austin Convention Center Department | Department: Department of Aviation |
| Contact: Bryan Helford | Contact: Mike Robinson |
| Phone: (512) 404-4311 | Phone: (512) 530-7504 |
| Email: Bryan.Helford@austintexas.com | Email: Mike.Robinson@austintexas.gov |

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO.: IFB JRD0029**

Department: Austin Energy

Department: Parks and Recreation Department

Contact: Sammy Ramirez

Contact: Rigoberto Alvarez

Phone: (512) 322-6165

Phone: (512) 974-9538

Email: Sammy.Ramirez@austinenergy.com

Email: Rigoberto.Alvarez@austintexas.gov

Department: Austin Police Department

Department: Public Works Department

Contact: Enjole Armstrong

Contact: Peggy Ybanez

Phone: (512) 974-5082

Phone: (512) 974-7238

Email: Enjole.Armstrong@austintexas.gov

Email: Peggy.Ybanez@austintexas.gov

Department: Austin Public Library

Contact: Manuel Huerta

Phone: (512) 974-7334

Email: Manuel.Huerta@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK
MINOR PLUMBING MAINTENANCE, INSTALLATION, AND REPAIR SERVICES
SOLICITATION NO.: IFB JRD0029**

1. PURPOSE

The City of Austin (City) seeks bids in response to this solicitation to establish a Contract with a Vendor (Contractor) for plumbing services for all City departments, excluding the Building Services Department (BSD). Services include under this Contract will include but not be limited to preventative maintenance, general maintenance, repair or replacement of a like item or item of similar purpose, and like-and-kind replacement. No plumbing services will be performed under this contract that impacts the structure, or require architectural or mechanical engineering, drawings, or plans. The plumbing services under this Contract shall support over 300 City-owned facilities varying in size on an as needed basis. All services shall be rendered at the location specified at the time of order.

Any services that have been omitted from this scope of work which are clearly necessary or in conformance with normal plumbing installation, maintenance, and minor repair services practice shall be considered a requirement although not directly specified or called for in the scope of work.

2. BACKGROUND

The City has two departments whose purpose is to oversee construction and general building maintenance and repair. The Capital Contracting Office (CCO) administers the procurement of professional and construction services for new construction processes, renovations, and major repairs that include a construction component. The BSD oversees the maintenance and repair of City buildings. BSD executed a plumbing contract in early 2016 that included maintenance, repair, minor renovations, and additional coverages to supplement City personnel specifically for BSD. This new contract will fulfill minor plumbing repairs not handled by CCO or BSD.

Departments that may use this contract, but not limited to, are the Austin Convention Center, Austin Energy, Austin Police Department, Austin Public Library, Austin Water, Parks and Recreation Department, and Publics Works.

3. SCOPE OF WORK (SOW)

This Contract shall be used for repair or replacement of existing building plumbing and configuration features, with the exception of some minor additions that may include minor modification to pipe routing, isolation valves, and drinking fountains. Services that require the use of Engineer Services as defined by the Texas Board of Professional Engineers shall not be included in this contract. The intent of this Contract does not cover construction projects as described under Texas Government Code, Title 10, Subtitle F, Chapter 2269, Contracting and Delivery Procedures for Construction Projects.
<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2269.htm>

3.1. Plumbing service and items under this Contract shall include, but are not limited to the following:

3.1.1. Replacement, repair, and installation of in kind plumbing, piping, fixtures, and equipment:

3.1.1.1. Water heaters

3.1.1.2. Dripping faucets

3.1.1.3. Running toilets

3.1.1.4. Leaking pipes

3.1.1.5. Valves

3.1.1.6. Irrigation and irrigation meters

3.1.1.7. Potable water lines

3.1.1.8. Reclaimed water

**CITY OF AUSTIN
SCOPE OF WORK
MINOR PLUMBING MAINTENANCE, INSTALLATION, AND REPAIR SERVICES
SOLICITATION NO.: IFB JRD0029**

- 3.1.1.9. Pumps
- 3.1.2. Preventive maintenance, which may include pressure testing, and video inspections with associated recordings
- 3.1.3. Drain, sewage, and grease trap cleaning and the installation of replacement material, maintenance, and repair
- 3.1.4. Maintenance and repair of On Site Sewage Facilities
- 3.1.5. Back flow inspection, testing, and minor repair
- 3.1.6. Pipe cleaning and jetting
- 3.1.7. Supervision including efficient productivity, labor loading, and employee safety
- 3.1.8. Tools and equipment required to efficiently execute each project, including lifts and ladders
- 3.1.9. Minor building or equipment modifications required to complete plumbing repairs:
 - 3.1.9.1. Carpentry
 - 3.1.9.2. Masonry
 - 3.1.9.3. Trenching up to four (4) feet deep
 - 3.1.9.4. Mechanical
 - 3.1.9.5. Electrical
 - 3.1.9.6. Air Spading
 - 3.1.9.7. Irrigation – design, installation, and repair
- 3.1.10. Customer Service Inspection
- 3.1.11. Temporary plumbing services to facilities
- 3.1.12. Secure plumbing permits as required by city/state codes and ordinances
- 3.2. Plumbing service that are not permissible on this Contract shall include but are not limited to the following major repairs:
 - 3.2.1. Sewer lines and systems collapse, breaks, and leaks
 - 3.2.2. Pipe burst on major plumbing lines
 - 3.2.3. Bathroom, kitchen, and plumbing renovations
 - 3.2.4. Installation of new plumbing systems, well systems, and major commercial plumbing
 - 3.2.5. Repairs to pump stations
 - 3.2.6. Excavation of main plumbing and sewer lines

**CITY OF AUSTIN
SCOPE OF WORK
MINOR PLUMBING MAINTENANCE, INSTALLATION, AND REPAIR SERVICES
SOLICITATION NO.: IFB JRD0029**

The Contractor and all Contractor employees performing services under this Contract are not constituted as an agent or employee of the City. Accordingly, the Contractor and its employees understand and agree that they shall not be entitled to any of the rights and privileges established for employees of the City such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this contract. It is further expressly agreed and understood that the City will not withhold any sum due or payable by or on behalf of the Contractor as withholding for any law or requirement of any governmental body and that all such payments as may be required by law are the sole responsibility of the Contractor and the individual Contractor employees.

4. APPLICABLE LAWS AND SPECIFICATIONS

- 4.1. The Contractor plumbers shall be licensed by the State of Texas in accordance with Texas State Board of Plumbing Examiners (TSBPE): <http://www.tsbpe.state.tx.us/>
- 4.2. Mechanical, National Electrical and Unified Building and Plumbing Codes, latest revision: <http://austintexas.gov/departments/building-inspections>
- 4.3. Occupations Code, Title 8, Chapter 1301, The Plumbing License Law, latest revision: <http://www.statutes.legis.state.tx.us/Docs/OC/htm/OC.1301.htm>
- 4.4. TSBPE Board Rules, latest revision: <http://www.tsbpe.state.tx.us/plumbing-license-law.html>
- 4.5. The services provided under this agreement shall comply with all City of Austin, Federal, and State of Texas standards, regulations, and laws concerning this type of work, applicable and effective during the term of this agreement. This includes safety standards that apply both to private industry and governmental agencies such as compliance with applicable Occupational Safety and Health Administration (OSHA) safety requirements: <http://www.osha.gov/>

5. CONTRACTOR REQUIREMENTS

5.1. Experience and Qualifications

- 5.1.1. The Contractor shall have a minimum of five (5) years' of continuous experience prior to this solicitation performing commercial plumbing maintenance and/or repair as a prime provider.
- 5.1.2. The Contractor shall have a minimum of two (2) years' of experience in municipal or governmental plumbing permitting, pulling a minimum of ten (10) permits per year in commercial permitting. Refer to Attachment A to provide documentation of plumbing and permitting experience. The Contractor shall submit proof of permitting experience within ten (10) business days upon request by the City. If requested, the City will ask for proof of permitting before the completion of the award process.
- 5.1.3. The Contractor shall have a minimum of one (1) licensed Master Plumber, three (3) licensed Journeyman Plumbers, three (3) registered Apprentice, and one (1) registered Drain Cleaner. The Contractor shall submit copies of licenses within ten (10) business days upon request by the City. If requested, the City will ask for copies before the completion of the award process.
- 5.1.4. The Contractor shall possess appropriate license(s) issued by TSBPE and any certification(s) or license(s) required by Federal, State, and local agencies for plumbing related services. (Examples: Master, Journeyman, Apprentice, Backflow Prevention Assembly Tester and Customer Service Inspector licenses etc. as defined by TSBPE). Refer to Attachment B to provide documentation of resumes and TSBPE licenses numbers. The Contractor shall submit documentation of licenses within ten (10) business days upon request by the City. If requested, the City will ask for proof of licenses before the completion of the award process.

**CITY OF AUSTIN
SCOPE OF WORK
MINOR PLUMBING MAINTENANCE, INSTALLATION, AND REPAIR SERVICES
SOLICITATION NO.: IFB JRD0029**

5.2. Business Requirements

- 5.2.1. The Contractor shall have and operate a full-time, permanent business address with the ability to be reached by email and telephone.
- 5.2.2. The Contractor shall provide and maintain a telephone dispatch system that is operational 24 hours per day, seven (7) days per week, and 365 days per year (including holidays). *Telephone answering machines do not meet the requirements of this paragraph.*

5.3. Hours of Service

- 5.3.1. The Contractor shall perform plumbing services within regular business hours, which is defined as Monday through Friday from 6:00 a.m. to 5:00 p.m.
- 5.3.2. The Contractor may be required to perform plumbing services during non-regular business hours, which is defined as Monday through Friday from 5:01 p.m. to 5:59 a.m., weekends, and official City holidays. The Contractor shall not invoice the non-regular business hour rate for services unless approved by the City prior to starting the work.
- 5.3.3. The Contractor shall not charge an overtime rate for services performed during non-regular hours that could reasonably be completed during regular business hours due to lack of available staff by the Contractor.

5.4. Emergency Services

- 5.4.1. Emergency services are defined as maintenance and repair that addresses a threat to public safety, health, or real property. The City will have the sole and final authority in determining when services will be designated as an "Emergency".
 - 5.4.1.1. The Contractor shall be available to perform emergency services twenty-four (24) hours per day, three hundred sixty-five (365) days per year.
 - 5.4.1.2. The Contractor shall acknowledge an emergency request within two (2) hours or less and be onsite within four (4) hours unless otherwise approved or agreed-upon by the City Contract Manager (CM) or designee. The response time shall begin at the time the call is made and end at the time the appropriate Contractor's employee signs in at the work site.
 - 5.4.1.3. The Contractor shall provide a complete cost estimate with an estimated completion time to the City within two (2) hours of arrival to the job site. The CM and Contractor may mutually agree that a verbal cost estimate for Emergency Services will meet the needs of the City. Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of this Contract.
 - 5.4.1.4. If providing a verbal estimate, or a verbal change order for Emergency Services, the Contractor shall provide the CM with a written estimate, or change order, and summary of the services performed within two (2) business days of rendering the emergency services, unless otherwise requested or specified by the CM.

5.5. Single Point of Contact (SPOC)

- 5.5.1. The Contractor shall provide a SPOC, who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this SOW. The SPOC shall have the authority to dispatch and shall have full decision-making authority for all services provided under this Contract.

**CITY OF AUSTIN
SCOPE OF WORK
MINOR PLUMBING MAINTENANCE, INSTALLATION, AND REPAIR SERVICES
SOLICITATION NO.: IFB JRD0029**

5.5.2. The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee to the SPOC. The designee shall meet the same requirements as specified within this SOW and have the same authorities as the SPOC.

5.6. On-Site Supervisor

5.6.1. The Contractor shall have an English-speaking, qualified Supervisor at the work-site at all times while services are being performed. The Supervisor shall be the Contractor's representative and shall have the authority to act on behalf of the Contractor.

5.7. Labor and Personnel

5.7.1. The Contractor shall provide the most appropriate and cost efficient licensed position(s) to complete each phase of work requested. Every job assignment may not require all licensed positions (i.e. Master, Journeyman, Apprentice Plumbers, etc.). Invoices shall reflect the hourly labor rate for the position used for each job assignment.

5.7.2. The Contractor shall be responsible for ensuring the safety of their employees, City employees, and the general public during performance of all services under this contract. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely.

5.7.3. Surfaces, fixtures, or furnishings damaged by the Contractor's employees shall be replaced or repaired to the satisfaction of the City of Austin by the Contractor, and at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.

5.7.4. All personnel assigned to the project shall wear a uniform, necessary safety equipment, and company issued identification. Uniforms shall be alike and have the Contractor and employee's name clearly displayed on the front of the shirt and seasonal outerwear.

5.7.5. If the City notifies the Contractor that any employee(s) or representative of Contractor is (while providing services on City property or at City facilities) incompetent, disorderly, abusive, or disobedient, has knowingly or repeated violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such employee or representative from the City property or facilities. Furthermore, the Contractor shall not assign such employee or representative to a City work order/job without the City's prior written consent. Contractor shall at all times maintain good discipline while performing services for the City.

5.7.6. All plumbers and apprentices employed by the Contractor shall be licensed by the State of Texas in accordance with TSBPE, have no violations for the past three (3) years, and shall remain in good standing with TSBPE during the term of the Contract.

5.7.6.1. Contractor shall provide the appropriate ratio of licensed plumbers to apprentices as outlined by TSBPE.

5.7.6.2. Responsible Master Plumber:

5.7.6.2.1. Shall be responsible for all plumbing work performed under the Master Plumber license.

5.7.6.2.2. Shall provide general supervision of Journeyman Plumbers, Apprentice Plumbers and Drain Cleaner(s).

**CITY OF AUSTIN
SCOPE OF WORK
MINOR PLUMBING MAINTENANCE, INSTALLATION, AND REPAIR SERVICES
SOLICITATION NO.: IFB JRD0029**

- 5.7.6.2.3. Shall be on Contractor staff for a minimum of three (3) years prior to this solicitation.
- 5.7.6.3. Journeyman Plumbers shall have a state of Texas Journeyman Plumber license.
- 5.7.6.4. Apprentice Plumbers shall be registered with TSBPE and have a minimum of one (1) year of experience in commercial plumbing. Contractor shall provide documentation that their Apprenticeship Program is approved by U.S. Department of Labor within ten (10) business days upon request by the City.
- 5.7.6.5. Drain Cleaner(s) shall be registered with TSBPE and shall have a minimum of one year of experience in commercial drain cleaning services.
- 5.7.7. The Contractor shall ensure that all personnel are continuously trained to meet the latest technology and industry standards.

5.8. Tools and Equipment Rentals

- 5.8.1. The Contractor shall own and maintain an inventory of all basic, and necessary, equipment and tools which are clearly a requirement to perform services under this contract. The Contractor shall not charge the City for Contractor-owned tools and equipment which are used when providing services for the City.
- 5.8.2. At a minimum, the Contractor shall have the following inventory of basic tools and equipment at the time of bid submission:
 - 5.8.2.1. Backflow Gauges (For testing Potable and Reclaim)
 - 5.8.2.2. Sewer Camera (300' MIN)
 - 5.8.2.3. Flat Tape
 - 5.8.2.4. Hydrostatic Test Pump
 - 5.8.2.5. Camera Locator
 - 5.8.2.6. Pro-Press (1/2" to 2")
 - 5.8.2.7. Sewer Machines (300' MIN)
 - 5.8.2.8. Water Sub Pump
 - 5.8.2.9. Stepladder
 - 5.8.2.10. Extension ladder (20' min)
 - 5.8.2.11. Generator (small)
 - 5.8.2.12. Power threader (1/2" to 2")
 - 5.8.2.13. Trash pump
 - 5.8.2.14. Small Hand Power tools (reciprocating saw, skill saw, screw gun, flashlights)
 - 5.8.2.15. Drop saw
 - 5.8.2.16. Chop saw

**CITY OF AUSTIN
SCOPE OF WORK
MINOR PLUMBING MAINTENANCE, INSTALLATION, AND REPAIR SERVICES
SOLICITATION NO.: IFB JRD0029**

- 5.8.2.17. Small rotary hammer drill
- 5.8.2.18. Small chipping hammer
- 5.8.2.19. Small air compressor
- 5.8.2.20. All proper gauges for testing plumbing system (water, gas, and sewer)
- 5.8.2.21. Electrical multi meters for testing and safety
- 5.8.2.22. Pipe wrenches up to 36 inch

The Contractor shall not charge the City for the purchase or rental of the basic tools and equipment listed above. The City's CM or designee will have the sole authority in determining what defines a basic tool. The City and the Contractor may mutually agree through a written Amendment to update the above basic tool list.

The Contractor shall rent any tools that are required to perform the work in this SOW, that are not considered basic. Prior to renting any equipment or tools, the Contractor shall have the CM or designee's written approval. Under no circumstances shall Contractor rent equipment or tools without prior written approval. The Contractor shall not be reimbursed for rental costs which do not have the CM or designee's written approval. The Contractor may charge the City a markup of up to ~~40%~~20% above the rental fee for tool rentals. All markup charges shall be in accordance with Section 0600 – Bid Sheet. If the CM does not provide approval for the rental, the Contractor shall, at its own expense, either purchase or provide the CM an alternate equipment or tool rental.

- 5.8.3. The Contractor shall be responsible for any loss or damage to rented or owned equipment used while performing services under this contract. The Contractor shall not charge the City for expenses incurred by Contractor for loss or damage to equipment or tools rented or Contractor owned equipment.
- 5.8.4. The City may stop work at any time if inferior equipment (such as leaking solvents, safety risk, creating hazardous conditions, damaging City property, etc.) is in use by the Contractor. The City will have the sole and final authority in determining if equipment is inferior.

6. CONTRACTOR RESPONSIBILITIES

6.1. General

- 6.1.1. The Contractor shall understand and agree that the scheduling of events at City facilities takes precedence over any scheduled plumbing services agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if the City needs to reschedule services with the Contractor due to a new event scheduled at a City facility. The City will make every reasonable effort to immediately notify the Contractor of changes in the City's schedule of events which may have an impact on scheduled services.
- 6.1.2. The Contractor shall provide all labor, supervision, diagnostics, parts, materials, tools, equipment, instruments, incidentals, expendable items, personnel protective equipment and training required for execution of the contract.
- 6.1.3. The Contractor shall provide proof of all labor charges for each order billed under this Contract. Satisfactory proof of labor charges shall include copies of employee timesheets and company payroll records, as supported by bank statements, which shall be submitted for inspection. Proof of all charges are required with the invoice on all projects \$5,000 and over, and within ten (10) business days upon the request by the City, for projects under \$5,000.

**CITY OF AUSTIN
SCOPE OF WORK
MINOR PLUMBING MAINTENANCE, INSTALLATION, AND REPAIR SERVICES
SOLICITATION NO.: IFB JRD0029**

- 6.1.4. The Contractor shall be required to provide proof of all material charges for each order billed under this Contract upon request by the City within ten (10) business days of the request. Satisfactory proof of material charges shall include copy of suppliers' invoices, properly dated, and itemized by line item used in each job performed for the City. All markup charges shall be in accordance with Section 0600, Bid Sheet.
- 6.1.5. The Contractor shall submit proof of equipment rental charges with its invoice. Satisfactory proof shall include a copy of the materials or equipment rental invoices, properly dated and itemized with enough detail to reconcile the charge to each job performed for the City.
- 6.1.6. The Contractor shall use materials that are factory new and free of defects in materials and workmanship. Repair parts and components shall conform to Original Equipment Manufacturer specifications.
- 6.1.7. The Contractor shall be responsible for the immediate clean-up of the work area and the removal of debris. Cleaning of the work area shall be subject to the CM or designee's inspection and approval.
- 6.1.8. The Contractor shall be responsible for damage done to property or equipment as a direct result of the Contractor's actions.
- 6.1.9. The Contractor shall coordinate the timing and transportation of equipment and materials to the work area. If equipment or materials are transported through the interior of a facility, the Contractor shall take every precaution to ensure public safety. The Contractor shall only transport equipment or materials through the interior of a facility with prior coordination with the City.
- 6.2. Before Starting Work**
- 6.2.1. Unless approved by the CM or designee, it is the responsibility of the Contractor to inspect the job sites prior to the submission of each job proposal.
- 6.2.2. The Contractor shall review the plumbing requirements for each project and provide a job estimate or proposal for each project within two (2) business day unless otherwise agreed to by the CM or designee. Submission of the estimate shall be evidence that the Contractor is familiar with the nature and extent of the work, including local conditions, equipment, materials, and labor required to meet the task.
- 6.2.3. Each estimate shall include a brief description of the work to be done, the location of the work site, a cost estimate with hourly rates for each job title (per Section 0600 – Bid Sheet), materials, list of proposed equipment rentals (if applicable), and a recommended schedule with a proposed start and finish date/timeline. The estimate shall not include a separate charge for administrative, overhead, per diem and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the hourly rates and shall not be paid separately.
- 6.2.4. The Contractor shall be responsible for acquiring all necessary permits, licenses, and fee to perform the work, of which the cost will be fully reimbursed upon submittal of the final invoice. Permits are not subject to a markup.
- 6.2.5. The Contractor shall submit Change Orders Requests for unknown conditions that affect the project quote. Change orders shall be approved by the CM or designee in writing before work can proceed.
- 6.2.6. The CM or designee will review the estimate and upon acceptance will issue a written notice to proceed ("Notice to Proceed") in the form of a Delivery Order (DO) issued by the individual City Department. Upon receipt of the DO, the Contractor shall schedule the start date for services with the CM or designee.

**CITY OF AUSTIN
SCOPE OF WORK
MINOR PLUMBING MAINTENANCE, INSTALLATION, AND REPAIR SERVICES
SOLICITATION NO.: IFB JRD0029**

- 6.2.7. If the CM or designee does not agree with the estimate, the CM or designee will contact the Contractor to discuss and resolve. The Contractor shall re-submit the cost estimate for review and approval by the CM or designee after a final estimate is mutually agreed to.
- 6.2.8. Upon receiving the DO, the Contractor shall begin the work within one (1) business day, or as specified in the estimate, unless otherwise agreed to by the CM or designee. Under no circumstance shall the Contractor begin work without a DO.

6.3. Change Order

- 6.3.1. With the exception of emergency services (as defined in this SOW section 5.4), if additions, deletions, and/or revisions to a job assignment are needed, the Contractor shall provide the CM immediate verbal notification and submit a written Change Order Request within one (1) business day of the verbal notification. If approved by the CM, the City will modify the DO to reflect the change and will provide the revised DO to the Contractor as an authorization to proceed. Under no circumstances shall Contractor proceed without a modified DO and approval from the CM.
- 6.3.2. The Change Order Request shall include the following:
 - 6.3.2.1. A change in the work
 - 6.3.2.2. The amount of the adjustment in the quote amount, if any; and
 - 6.3.2.3. The adjustment in the project time, if any.
- 6.3.3. A DO revised as a result of change order shall represent the complete, equitable, and final amount of adjustment to the estimate and/or project timeline. A change order shall not release the Contractor from its responsibilities as described by the terms of this Contract.

6.4. Disposal of Parts, Non-Hazardous and Hazardous Materials

- 6.4.1. The Contractor shall be responsible for handling, transporting, and disposing of all building material waste, worn/defective parts, oils and solvents, in accordance with all applicable laws, rules and regulations so as to ensure the highest level of safety to the environment and public health at no additional cost to the City.
- 6.4.2. The Contractor shall provide the manifest ticket for hazardous materials or other proof of proper disposal on request within ten (10) business days upon the request of the City.
- 6.4.3. The Contractor shall not store worn or defective parts on City premises at the end of the work day unless otherwise specified by the CM or designee.
- 6.4.4. The Contractor shall be responsible for any hazardous materials brought to the site by the Contractor.
- 6.4.5. The Contractor shall immediately notify the City of any suspected hazardous materials encountered before or during performance of work and shall take all necessary precautions to avoid further disturbance of the materials. The City will be responsible for any hazardous material uncovered or revealed at the site which was not shown, indicated or identified.
- 6.4.6. The Contractor shall resume work at the affected area of the Project only after the City's CM or designee provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or site. The Contractor shall be responsible for continuing the work in the unaffected portion of the Project and site.

**CITY OF AUSTIN
SCOPE OF WORK
MINOR PLUMBING MAINTENANCE, INSTALLATION, AND REPAIR SERVICES
SOLICITATION NO.: IFB JRD0029**

6.5. Coordinate Performance

- 6.5.1. The Contractor shall submit invoices that includes an itemized record of all labor, materials, and rentals with proof of receipt. The CM will approve the invoice for payment. Invoices shall be sent to the City Department for which the services were provided.
- 6.5.2. Upon completion of each job assignment, the Contractor shall provide a detailed report describing services and parts repaired or replaced.
- 6.5.3. The Contractor shall provide documentation of manufacturer's warranty along with the final invoice. Contractor shall provide a written warranty for all parts, labor, and workmanship upon completion of each job. Warranty shall be guaranteed for a minimum of one year from completion date and shall cover any malfunctions or defects in products, parts, and faulty labor services. If the manufacturer's warranty is longer for any part(s) provided in repair or in service work performed, the longest warranty shall apply.
- 6.5.4. The Contractor may be required to attend quarterly meetings at the request of the City. During these meetings, the following will be reviewed:
 - 6.5.4.1. Performance items such as response time, work quality, call backs, etc.
 - 6.5.4.2. Contract cost items such as labor mix, materials, contract usage and balance
 - 6.5.4.3. Continuous Improvement /Issue Resolution- suggested City and Contractor process improvements, communication issues, etc.
 - 6.5.4.4. Any other items as it relates to this contract

7. CITY RESPONSIBILITIES

- 7.1. The City will provide light, water and electricity as necessary to enable the contractor to provide the services described in this document. The Contractor shall use these facilities only to perform the contractual duties.
- 7.2. The City will provide an on-site contact list for the various departments. The City reserves the right to add or remove locations as necessary.
- 7.3. The City will be responsible for the review and approval of equipment and material and supplies list Contractor shall use on this contract.

**BID SHEET
CITY OF AUSTIN
PLUMBING MAINTENANCE, INSTALLATION, AND REPAIR SERVICES**

SOLICITATION NO.: IFB 8200 JRD0029 - UPDATED 05242016

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the quote.

SECTION 1 - SPECIFIED ITEMS (MOST FREQUENTLY USED ITEMS)

The estimate shall not include a separate charge for administrative, overhead, per diem and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the hourly rates and shall not be paid separately.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The quantities listed are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order. The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City.

Failure to respond to all sections of this Bid Sheet or altering this Bid Sheet may result in the disqualification of the bidder's bid.

| ITEM NO. | LABOR | ESTIMATED ANNUAL HOURS | HOURLY RATE | EXTENDED PRICE |
|----------|---|------------------------|-------------|----------------|
| 1 | Labor rate for services during normal business hours, defined as Monday through Friday 6:00 am - 5:00 pm - Master Plumber | 457 | \$86.83 | \$39,681.31 |
| 2 | Labor rate for services during normal business hours, defined as Monday through Friday 6:00 am - 5:00 pm - Journeyman Plumber | 2,065 | \$79.20 | \$163,548.00 |
| 3 | Labor rate for services during normal business hours, defined as Monday through Friday 6:00 am - 5:00 pm - Apprentice Plumber | 2,247 | \$55.95 | \$125,719.65 |
| 4 | Labor rate for services during normal business hours, defined as Monday through Friday 6:00 am - 5:00 pm - Drain Cleaner | 729 | \$79.20 | \$57,736.80 |

LABOR RATE FOR SERVICES DURING NON-REGULAR BUSINESS HOURS LISTED BELOW SHALL NOT EXCEED 150% OF THE NORMAL LABOR RATE FOR WORK PERFORMED (The Contractor shall not invoice the non-regular business hour rate for services unless approved by the City prior to starting the work.)

| | | | | |
|---|---|-------|----------|--------------|
| 5 | Labor rate for services after hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays - Master Plumber | 404 | \$122.77 | \$49,599.08 |
| 6 | Labor rate for services after hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays - Journeyman Plumber | 1,005 | \$109.15 | \$109,695.75 |

**BID SHEET
CITY OF AUSTIN
PLUMBING MAINTENANCE, INSTALLATION, AND REPAIR SERVICES**

SOLICITATION NO.: IFB 8200 JRD0029 - UPDATED 05242016

| | | | | |
|---|---|-------|-----------------|---------------------|
| 7 | Labor rate for services after hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays - Apprentice Plumber | 1,178 | \$78.23 | \$92,154.94 |
| 8 | Labor rate for services after hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays - Drain Cleaner | 609 | \$109.15 | \$66,472.35 |
| TOTAL EXTENDED PRICE - SECTION 1 | | | | \$704,607.88 |

SECTION 2 - MARKUP TO COSTS

Bidder must be able to provide plumbing materials to complete the repairs. The prices for these items shall be based on the price paid plus markup as indicated below.

The percentage markups shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED ANNUAL EXPENDITURE | MARKUP TO COSTS (PERCENTAGE) | EXTENDED PRICE |
|---|---|------------------------------|------------------------------|---------------------|
| 9 | Markup to cost for Equipment Rental (not to exceed 10%20%) | \$18,200.00 | 15.00% | \$20,930.00 |
| 10 | Markup to cost for all Plumbing Materials (not to exceed 20%) | \$86,000.00 | 20.00% | \$103,200.00 |
| 11 | Markup to cost for Other Services provided to complete repair, see Section 0500 - Scope of Work Paragraph 3.1.9. (not to exceed 10%20%) | \$37,000.00 | 10.00% | \$40,700.00 |
| TOTAL EXTENDED PRICE - SECTION 2 | | | | \$164,830.00 |

**BID SHEET
CITY OF AUSTIN
PLUMBING MAINTENANCE, INSTALLATION, AND REPAIR SERVICES**

SOLICITATION NO.: IFB 8200 JRD0029 - UPDATED 05242016

SECTION 3 - CHARGE FOR EMERGENCY SERVICES

Bidder must be able to provide emergency plumbing maintenance and repairs that are a threat to public safety, health, or real property.

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED ANNUAL QUANTITY | UNIT PRICE (EACH) | EXTENDED PRICE |
|--|---|---------------------------|-------------------|---------------------|
| 42 | Flat fee for response to Emergency Services, to be made as specified in the Scope of Work after the time the service is requested. | 233 | | |
| TOTAL EXTENDED PRICE FOR SECTIONS 1 AND 2 | | | | \$869,437.88 |

SECTION 4 - NON-SPECIFIED ITEMS

Bidder shall be able to provide other labor services that are not listed above to complete the contract. The markup for the sub-contracted services shall be based as indicated below. The labor classification rate shall be based on the hourly rate indicated below.

The percentage markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements -- Non-Specified Items provision in Section 0400.

| ITEM NO. | ADDITIONAL LABOR SERVICES OFFERED (Add additional pages as necessary) | HOURLY RATE |
|----------|---|-------------|
| 13 | Labor Classification <u>Pipefitter</u> | \$ 79.20 |
| 14 | Labor Classification <u>Welder - Certified</u> | \$ 79.20 |
| 15 | Labor Classification <u>Sheet Metal Duct - Fabricator "shop"</u> | \$ 65.00 |
| 16 | Labor Classification <u>Sheet Metal Duct - Installer</u> | \$ 79.20 |

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

| | | |
|--|---------------------------|----|
| Name of Local Firm | 5-F Mechanical Group Inc. | |
| Physical Address | 15705 Brenda Street | |
| Is your headquarters located in the Corporate City Limits? (circle one) | (Yes) | No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years? | Yes | |
| | | |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | (Yes) | No |
| | | |

SUBCONTRACTOR(S):

Not Applicable

| | | |
|--|-----------------------|----|
| Name of Local Firm | <i>Not Applicable</i> | |
| Physical Address | <i>Not Applicable</i> | |
| Is your headquarters located in the Corporate City Limits? (circle one) | Yes | No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years? | Yes | No |
| | | |

| | | |
|--|-----|----|
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |
| | | |

SUBCONTRACTOR(S):

| | | |
|--|-----|----|
| Name of Local Firm | | |
| Physical Address | | |
| Is your headquarters located in the Corporate City Limits? (circle one) | Yes | No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years | Yes | No |
| | | |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |
| | | |

Section 0700: Reference Sheet

Responding Company Name 5-F Mechanical Group Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Texas Department of TRANSPORTATION
Name and Title of Contact Rick Greer - Maintenance Manager
Project Name PLUMBING SERVICE CONTRACT
Present Address 3810 Jackson Avenue
City, State, Zip Code Austin, Texas 78731
Telephone Number (512) 465-7974 Fax Number (512) 465-7355
Email Address rick.greer@txdot.gov

2. Company's Name Round Rock Independent School District
Name and Title of Contact Steven Bradford
Project Name PLUMBING SERVICE CONTRACT
Present Address 16239 Great Oaks Drive
City, State, Zip Code Round Rock, Texas 78681
Telephone Number (512) 464.8340 Fax Number (512) 464.8370
Email Address steven.bradford@roundrockisd.org

3. Company's Name The University of Texas @ Austin
Name and Title of Contact Jesse Hill - Supervisor - Steam & Plumbing
Project Name PLUMBING & MECHANICAL -
Present Address 1301 Deaw Keaton Street
City, State, Zip Code Austin, Texas 78722
Telephone Number (512) 471.7752 Fax Number (512) 232.5693
Email Address jesse.hill@austin.utexas.edu

**City of Austin, Texas
Section 0800
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B)
- (1) Not to engage in any discriminatory employment practice defined in this chapter.
 - (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
 - (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
 - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
 - (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
 - (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
 - (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION

The term “**Offeror**”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
 - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Section 0835: Non-Resident Bidder Provisions

Company Name 5-F Mechanical Group Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: "Resident Bidder"

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: N/A

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: JRD0029

PROJECT NAME: MINOR PLUMBING MAINTENANCE, INSTALLATION AND REPAIR SERVICES

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

5-F Mechanical Group Inc.

Company Name

Tommy R. Schwartz

Name and Title of Authorized Representative (Print or Type)

Tommy R. Schwartz

Signature

6-2-16

Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
 (Please duplicate as needed)

| | |
|----------------------|--|
| SOLICITATION NUMBER: | JRD0029 |
| PROJECT NAME: | MINOR PLUMBING MAINTENANCE, INSTALLATION AND REPAIR SERVICES |

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

| | | | |
|-------------------------------|--|------------|--------------|
| Name of Contractor/Consultant | 5-F Mechanical Group Inc. | | |
| Address | 15705 Brenda Street | | |
| City, State Zip | Austin, Texas 78728 | | |
| Phone Number | 512-251-6880 Ext. 2 | Fax Number | 512 251-6401 |
| Name of Contact Person | Tommy R. Schwartz | | |
| Is Company City certified? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/> | | |

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Tommy R. Schwartz - Project Manager
 Name and Title of Authorized Representative (Print or Type)

Tommy R. Schwartz Signature 6-2-16 Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

| | | | |
|---|---|-------------------------|-------------|
| Sub-Contractor / Sub-Consultant | | | |
| City of Austin Certified | MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified | | |
| Vendor ID Code | | | |
| Contact Person | | Phone Number | |
| Amount of Subcontract | \$ | | |
| List commodity codes & description of services | | | |

| | | | |
|---|---|-------------------------|-------------|
| Sub-Contractor / Sub-Consultant | | | |
| City of Austin Certified | MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified | | |
| Vendor ID Code | | | |
| Contact Person | | Phone Number | |
| Amount of Subcontract | \$ | | |
| List commodity codes & description of services | | | |

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

**ATTACHMENT A
 BIDDER'S EXPERIENCE**
 (To be returned with the Bid)

To be considered a qualified Bidder, Contractor shall: have a minimum of five (5) years' of continuous experience prior to this solicitation, in performing commercial plumbing maintenance and/or repair as a prime provider and a minimum of two (2) years' experience in municipal or governmental plumbing permitting with a minimum of ten (10) permits per year experience in commercial permitting.

| | |
|--|--|
| Name of Bidder: | 5-F Mechanical Group Inc. |
| Bidder's Permanent Address: | Address: 15705 Brenda Street City: Austin State: Texas 78728 |
| Bidder's Phone No.: | 512 251.6880 Ext. 2 |
| Number of years in business as a prime provider of commercial Plumbing maintenance/renovation services: | 22 years |

(Note: Bidder must have been in existence for a minimum of one (1) year under its current company name. Changes in company name during the experience period are acceptable, if the continuity of the company structure can be demonstrated. Attach separate documentation, if applicable.)

| | |
|---|----------|
| Number of years' experience in governmental plumbing permit process: | 22 years |
|---|----------|

(Note: Contractor shall be required to provide documentation of permit history subsequent to bid submittal- a minimum of two (2) years' experience in City of Austin plumbing permitting with a minimum of five (5) permits per year experience in municipal permitting)

Answer the following questions by circling "YES" or "NO". If Bidder answers "YES" for any of questions F – J, Bidder must attach separate sheets with a brief description or explanation of the answer and provide pertinent contact information (parties' names, addresses and telephone numbers).

| | | |
|---|-----|-------------------------------------|
| Has the Bidder ever defaulted on a contract? | YES | <input checked="" type="radio"/> NO |
| Are there currently any pending judgments, claims, or lawsuits against the Bidder? | YES | <input checked="" type="radio"/> NO |
| Does Bidder currently have any pending claims, judgments or lawsuits against any prior client? | YES | <input checked="" type="radio"/> NO |
| Is the Bidder or its principals involved in any bankruptcy or reorganization proceedings? | YES | <input checked="" type="radio"/> NO |
| Does the Bidder have any violations on record with the Texas Board of Plumbing Examiners (TBPE) during the three (3) year period prior to the solicitation date? | YES | <input checked="" type="radio"/> NO |

ATTACHMENT B
STATEMENT OF EXPERIENCE
(To be returned with the Bid)

Bidder shall attach resumes for the key staff, which includes but is not limited to Supervisor, Licensed Master Plumber, Licensed Journeyman Plumber(s), Licensed Apprentice(s) and Licensed Drain Cleaner who will be assigned to this contract. The resumes shall demonstrate that these individuals have worked on at least three (3) similar, successful service contracts in the capacity of supervisory capacity, as applicable, during the last 10 years. The Master and Journeyman Plumbers shall be employed by the Vendor for a minimum of three (3) years. Assigned Master Plumber shall have a minimum of ten (10) years of experience supervising commercial plumbing maintenance and/or renovation and a minimum of two (2) years' experience in governmental plumbing permitting.

| | |
|-------------------------|------------------------------|
| Name of Master Plumber: | Richard Joe Hildebrand / RMP |
| Name & TBPE License #: | M-16699 |

| | |
|-----------------------------|---------------|
| Name of Journeyman Plumber: | Ryan B. Adams |
| Name & TBPE License #: | J-47497 |

| | |
|-----------------------------|---------------|
| Name of Journeyman Plumber: | Kenneth Yates |
| Name & TBPE License #: | J-47392 |

| | |
|-----------------------------|---------------|
| Name of Journeyman Plumber: | Anthony Adams |
| Name & TBPE License #: | J. 47550 |

| | |
|-----------------------------|--------------|
| Name of Apprentice Plumber: | Cooper Welch |
| Name & TBPE License #: | A-90879 |

| | |
|-----------------------------|--------------------|
| Name of Apprentice Plumber: | William M. Deckert |
| Name & TBPE License #: | A-89625 |

| | |
|-----------------------------|--------------------|
| Name of Apprentice Plumber: | DANE Monty McInnis |
| Name & TBPE License #: | A-103681 |

| | |
|------------------------|---------------------------|
| Name of Drain Cleaner: | Journeyman - Listed Above |
| Name & TBPE License #: | |

| | |
|------------------------|--------------------|
| Name of Supervisor: | Philip Alton Tatum |
| Name & TBPE License #: | J-31755 |

Copies of licenses shall be provided to the City within ten (10) business day upon request.

Add additional sheets as necessary.



5-F Mechanical Group Inc.
Mechanical Contractors

Attachment B - Key Staff Resumes

Richard Joe Hildebrand - Master Plumber - RMP- License: 16688

35 Year Experience- Performing Plumbing and Mechanical work

Co-Founded 5F Mechanical Group Inc. 1994 to Present
Master Plumbing License RMP at 5F Mechanical

Employed by C Young Company - Master Plumber / 1986 - 1994

Employed by Young & Pratt Mechanical / 1980-1986

Served 4 year Apprenticeship- Plumbers and Pipefitters Local 286

Tommy R. Schwartz - Project Manager - Estimator

45 Year Experience - Performing Plumbing and Mechanical Work

Employed by 5F Mechanical Group - 2014 to Present
Manage and Estimate - Plumbing and Mechanical Projects

Employed by YPS - Service Company - 2009 - 2014
Project Manager Estimator- Managed 1st City of Austin Plumbing Contract

Employed by Newtron - Beaumont, Texas 2008 - 2009
Instrument Tech - Exxon Mobile after Hurricane Ike - Texas Coast

Employed by Haskell Mechanical - Moses Lake, Washington State 2008
Tested and Certified - Piping Systems at REC

Employed by KST Electric, Manor, Texas 2000-2008
Operations Manager - Plumbing and Mechanical Division

Owner / Manager - Pneu - Temp Inc. - Plumbing and Mechanical Contractor
1987-2000

Sold Company to KST Electric

Phillip Alton Tatum - Journeyman Plumber - Journeyman License 31755

30 Year Experience - Performing Plumbing Installations and Repair Service

Employed by 5F Mechanical Group Inc. - 2005 to Present
Plumbing Superintendent - 5F Mechanical Group Inc.
Has supervised all Plumbing Service Contracts - Listed on References

Employed by The Porter Company - 1996 to 2005
Plumbing Foreman

Employed by Batjer Heating and Air - Abilene, Texas 1985 - 1997
Foreman

GOAL DETERMINATION REQUEST FORM

| | | | |
|---------------------------|---------------------------------|--------------------------------|----------------------------------|
| Buyer Name/Phone | Jonathan Dalchau / 512-974-2938 | PM Name/Phone | Sharron Patterson / 512-404-4355 |
| Sponsor/User Dept. | Everyone but Building Services | Sponsor Name/Phone | |
| Solicitation No | IFB JRD0029 | Project Name | Minor Plumbing Repair |
| Contract Amount | \$4,500,000 | Ad Date (if applicable) | 5/9/2016 |

Procurement Type

| | | |
|---|--|--|
| <input type="checkbox"/> AD – CSP | <input type="checkbox"/> AD – CM@R | <input type="checkbox"/> AD – Design Build |
| <input type="checkbox"/> AD – Design Build Op Maint | <input type="checkbox"/> AD – JOC | <input type="checkbox"/> IFB – Construction |
| <input checked="" type="checkbox"/> IFB – IDIQ | <input type="checkbox"/> PS – Project Specific | <input type="checkbox"/> PS – Rotation List |
| <input type="checkbox"/> Nonprofessional Services | <input type="checkbox"/> Commodities/Goods | <input type="checkbox"/> Cooperative Agreement |
| <input type="checkbox"/> Critical Business Need | <input type="checkbox"/> Interlocal Agreement | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Sole Source* | | |

Provide Project Description**

This solicitation is for minor plumbing services and repairs for preventative maintenance, general maintenance, repair or replacement of a like item or item of similar purpose, and like-and-kind replacement. No plumbing services will be performed under this contract that impacts the structure, or require architectural or mechanical engineering, drawings, or plans.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

Previous solicitation for Building Services was issued with no goals.

List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)

91060, 91070, 96818, 98841, 91006, 9108250, 9134536, 91455

| | |
|---------------------------|-------------|
| Buyer Confirmation | Date |
|---------------------------|-------------|

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY

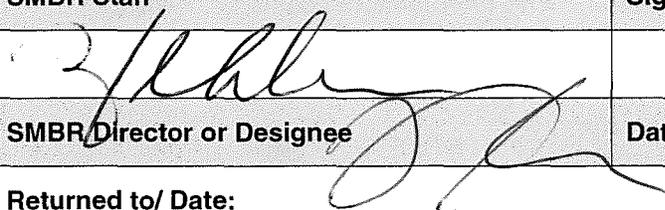
| | | | |
|----------------------|-----------|-----------------------------|-----------|
| Date Received | 4/26/2016 | Date Assigned to BDC | 4/26/2016 |
|----------------------|-----------|-----------------------------|-----------|

In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

| | | |
|-----------------------------------|-------------------------|------------|
| <input type="checkbox"/> Goals | % MBE | % WBE |
| <input type="checkbox"/> Subgoals | % African American | % Hispanic |
| | % Asian/Native American | % WBE |

GOAL DETERMINATION REQUEST FORM

| | |
|---|--|
| <input type="checkbox"/> Exempt from MBE/WBE Procurement Program | <input checked="" type="checkbox"/> No Goals |
| This determination is based upon the following: | |
| <input checked="" type="checkbox"/> Insufficient availability of M/WBEs <input type="checkbox"/> Insufficient subcontracting opportunities <input type="checkbox"/> Sufficient availability of M/WBEs <input type="checkbox"/> Sole Source | <input type="checkbox"/> No availability of M/WBEs <input type="checkbox"/> No subcontracting opportunities <input type="checkbox"/> Sufficient subcontracting opportunities <input type="checkbox"/> Other |
| <i>If Other was selected, provide reasoning:</i> | |
| MBE/WBE/DBE Availability | |
| limited MBE/WBE availability. | |
| Subcontracting Opportunities Identified | |
| 45 MBE/WBE firms identified for a total of 8 scopes that can bid as prime contractors. | |

| | |
|--|------------------------|
| Mariza Aldrete | 04/27/2016 |
| SMBR Staff | Signature/ Date |
|  | 4/27/16 |
| SMBR/Director or Designee | Date |
| | 4/29/16 |
| Returned to/ Date: | |